

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

REGENT MUSIC CORPORATION, :

Plaintiff, :

-against- :

AFFIDAVIT

07 Civ. 9510 (LLS)(AJP)

SUGAR HILL MUSIC PUBLISHING LTD.,:
and JOSEPH ROBINSON, JR. :

Defendants. :

-----X

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

STEWART L. LEVY, being duly sworn, deposes and says:

1. I am a member of Eisenberg Tanchum & Levy, the attorneys for plaintiff Regent Music Corporation in this action.
2. I am fully familiar with the facts set forth in this affidavit which I submit in opposition to the defendants' motion to dismiss the amended complaint dated April 11, 2008.
3. Annexed hereto as Exhibit A is a copy of an agreement dated December 11, 1959 between Francis, Day & Hunter Ltd and Jerry Lordan.
4. Annexed hereto as Exhibit B is a true and accurate copy of a copyright registration (Registration No. EFO 75663), for the musical composition entitled "Apache" dated July 29, 1960.
5. Annexed hereto as Exhibit C is a true and accurate copy of a copyright renewal registration (Renewal Registration No. RE 380196) dated March 7, 1988.

6. Annexed hereto as Exhibit D are true and accurate copies of relevant excerpts of *The Compendium of Copyright Office Practices II* §1319.06 (1984), the internal Copyright Office rules in effect in 1988.
7. Annexed hereto as Exhibit E are true and accurate copies of the recordation cover sheet and 1959 assignment (Exhibit A) filed with the Copyright Office on March 5, 2008.
8. Annexed hereto as Exhibit F are true and accurate copies of the recordation cover sheet and accompanying July 22, 1960 sub-publishing agreement between Plaintiff and Francis, Day & Hunter filed with the Copyright Office on March 5, 2008.
9. Annexed hereto as Exhibit G is a true and accurate copy of a January 25, 2008 memorandum order of this Court granting the defendants' motion to dismiss the initial complaint.
10. Annexed hereto as Exhibit H is a true and accurate copy of a March 20, 2008 memorandum order of this Court denying Plaintiff's motion for reconsideration, but reaffirming the prior grant of leave for Plaintiff to file an amended complaint setting forth facts establishing its standing to maintain the action.

WHEREFORE, I respectfully request that the Court deny the defendants' motion to dismiss the amended complaint.


Stewart L. Levy

Sworn to before me this
21st day of April, 2008

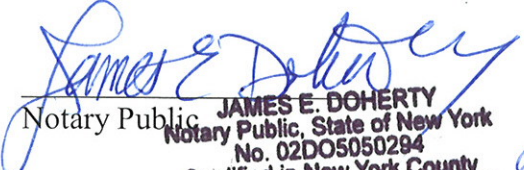

Notary Public **JAMES E. DOHERTY**
Notary Public, State of New York
No. 02DO5050294
Qualified in New York County
Commission Expires October 10, 20__ **09**

EXHIBIT A

This Assignment is made the
of DECEMBER 1959 BETWEEN JERRY LORDAN
of 40A, Dennington Park Road, London, N.7.6.

No.

ELEVENTH

day

A 896

23242

(hereinafter called "the Assignor(s)") of the one part and FRANCIS, DAY & HUNTER LTD. of 138/140 Charing Cross Road, in the County of London (hereinafter called "the Publishers") of the other part WITNESSETH that in consideration of the payment by the Publishers to the Assignor(s) of the sum of 1/- (One Shilling) (the receipt whereof is hereby acknowledged) on account of the Royalties and Fees mentioned in the Schedule hereto the Assignor(s) hereby Assign(s) to the Publishers ALL the Copyright as defined by the Copyright Act 1956, throughout the territory to which that Act may now or may at any time hereafter extend, together with all other rights of a like nature as are now conferred by the laws in force in all other territories throughout the world, including the renewal copyright as conferred by the law of the United States of America, and such other rights as may hereafter be conferred or created by law or international arrangement or convention in any part of the world whether by way of new or additional rights not now comprised in Copyright or by way of extension of the period of then or now existing rights of and in the Musical Composition entitled

"APACHE!"

as "the said work(s)") TO HOLD the same unto the Publishers their successors and assigns absolutely AND the Assignor(s) hereby agree(s) on demand to execute and sign any other documents and to do all other acts and things which may hereafter be required of the Assignor(s) for vesting in the Publishers the premises expressed to be hereby assigned AND the Assignor(s) hereby warrant(s) and declare(s) that the said work is a new and original unpublished work and does not infringe the copyright in any other work and that he (they) the Assignor(s) has (have) good right and full power to assign to the Publishers free from all encumbrances the premises expressed to be hereby assigned and every of them in the manner aforesaid, AND IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £3,500.

AS WITNESS the hands of the parties hereto the day and year first above written.

The Schedule above referred to.

Sheet Music Royalties.

10% (Ten per cent.) of the marked retail selling price of all copies of the said work(s) sold (except as hereafter provided) but so that no Royalty shall be payable on the first month's issue of sample copies of the said work(s).
50% (Fifty per cent.) of all sums received by the Publishers on the sale of Foreign and Colonial Editions of the said Work(s).

The Publishers shall have the right to include the said work(s) in any Album, Folio or Newspaper and to licence others to make a similar use upon payment of £5 (five pounds) in lieu of Royalties in respect of the inclusion thereof in such Album, Folio or Newspaper.

No Royalties shall be payable on Orchestral, Military and Brass Band Arrangements or professional copies of the said work(s), and the Publishers shall have the right to use the melody with words of the chorus thereof in any separate musical publication, and to reprint the words thereof without the music free from Royalty or other consideration.

Mechanical Royalties.

50% (Fifty per cent.) of all Royalties received by the Publishers for reproductions of the said work(s) in connection with the manufacture of records (other than for use in or in connection with cinematograph films and television films) for sale to the Public.

No Royalties shall be payable to the Assignors in respect of the inclusion of the said work(s) in Medley Arrangements.

Synchronization Fees.

50% (Fifty per cent.) of all royalties and fees received by the Publishers for the right to use the said work(s) in or in connection with any cinematograph film or television film.

Performing Broadcasting and Rediffusion Fees.

These are collected by the Performing Right Society Ltd. and are paid direct to its Members in accordance with the Rules laid down by that Society, and it is agreed that the Assignor's share shall be 50 per cent. and the Publisher's share 50 per cent.

Generally.

All Royalties and fees payable by the Publishers to the Assignor(s) by virtue of this Assignment shall be divided between the Assignor(s) in the following manner:—

SIGNED by the Assignor(s) in the presence of:

SIGNED by the duly authorised agent of the Publishers in the presence of:

For and on behalf of
FRANCIS, DAY & HUNTER LTD.

Director.

EXHIBIT B

FORM E FOREIGN

CLASS REGISTRATION NO.

E

Efo 75663

DO NOT WRITE HERE

Application for Registration of a Claim to Copyright

musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America

Instructions: Make sure that all applicable spaces have been filled before you submit the form. The application must be filed at line 9. For published works the application must not be submitted until after the date of publication given in line 5 (a), and should state the facts which existed on that date. For further information, see page 4.

Lines 1 and 2 should be typewritten or printed with pen and ink. Lines 3 and 4 should contain exactly the same information as lines 1 and 2, but may be carbon copies.

Fill in all pages of the application to the Register of Copyrights, Library of Congress, Washington 25, D. C., U. S. A.,

together with the items specified in either Option A or B:
Option A: One copy of the musical composition and a fee of \$4. Make remittance payable to the Register of Copyrights.
Option B: Two copies of the musical composition and a catalog card. This option is not available for unpublished works or if the author or proprietor is a U. S. citizen, domiciliary, or resident on the date application is filed. Option B is available only if the copies, a properly completed application, and catalog card are received in the Copyright Office within six months of the date of first publication.

Copyright Claimant(s) and Address(es): Give the name(s) and address(es) of the copyright owner(s). In the case of published works the name(s) should ordinarily be the same as in the notice of copyright on the copies of the work deposited.

Francis, Day & Hunter, Ltd.,

138-140 Charing Cross Road, London, W.C.2., England.

subject to
 the United States of America
 APACHE (Piano Solo with Guitar Chords)
 (Give the title of the musical composition as it appears on the copies)

Author's Citizenship and domicile information must be given where a work was made for hire, the employer is the author, or the work is a derivative work.
 Authors include composers of music, authors of words,

arrangers, compilers, etc. If the copyright claim is based on new matter (see line 5 (b)), give information about the author of the new matter.

TERRY LORAN

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship Great Britain
 (Name of country)

U. S. A. Yes ☐ No ☒ Address 6 Denmark Place,
 London, W.C.2.

Author of Music
 (State which: words, music, arrangement, etc.)

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship
 (Name of country)

U. S. A. Yes ☐ No ☐ Address

Author of
 (State which: words, music, arrangement, etc.)

(Give legal name followed by pseudonym if latter appears on the copies)

Citizenship
 (Name of country)

U. S. A. Yes ☐ No ☐ Address

Author of
 (State which: words, music, arrangement, etc.)

Leave all spaces of line 4 blank unless your work has been published.)

Date of Publication: Give the date when copies of the particular version of the musical composition were first published, sold, or publicly distributed. The date when

copies were made or printed should not be confused with the date of publication. (NOTE: The full date (month, day, and year) must be given.)

July 29th 1960.

Place of Publication: Give the name of the country in which this particular version of the musical composition was published.

Great Britain

Leave all spaces of line 5 blank unless the instructions apply to your work.)

Previous Registration or Publication: If a claim to copyright in any substantial part of this work was previously

registered in unpublished form, or if a substantial part of the work was previously published, check one or both of the boxes.

☐ Previous registration

☐ Previous publication

New Matter in This Version: If you have checked the boxes in line 5 (a), give a brief, general statement of any substantial new matter in this version.

New matter may consist of musical arrangement, compilation, editorial revision, and the like, as well as additional words and music.

6. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:

same as 8.

7. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name same as 8.

Address

8. Send certificate to:

(Type or print name and address)

Name

Julian T. Abeles.

Address

745 Fifth Avenue.

(Number and street)

New York.

(City)

22.

(Zone)

New York.

(State)

9. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.

FRANCIS, DAY & HUNTER, LTD.,

By

(Signature of copyright claimant or duly authorized agent)
Attorney-in-fact.

Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

- Class A Form A—Published book manufactured in the United States of America.
- Class A Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works subject to the ad interim provisions of the copyright law).
- or B Form A-B Ad Interim—Book or periodical in the English language manufactured and first published outside the United States of America.
- Class B Form B—Periodical manufactured in the United States of America.
- Form BB—Contribution to a periodical manufactured in the United States of America.
- Class C Form C—Lecture or similar production prepared for oral delivery.
- Class D Form D—Dramatic or dramatico-musical composition.
- Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America.
- Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.
- Class F Form F—Map.
- Class G Form G—Work of art or a model or design for a work of art.
- Class H Form H—Reproduction of a work of art.
- Class I Form I—Drawing or plastic work of a scientific or technical character.
- Class J Form J—Photograph.
- Form K—Print or pictorial illustration.
- Class K Form KK—Print or label used for an article of merchandise.
- Class L Form L—Motion Picture.
- or M Form R—Renewal copyright.
- Form U—Notice of use of musical composition on mechanical instruments.

FOR COPYRIGHT OFFICE USE ONLY	
Application received DEC - 2 1960	Copy to L. of C. DEC 19 1960
One copy received	
Two copies received DEC - 2 1960	
Catalog card received DEC - 2 1960	
Fee received	
Renewal RE 380-196	

EXHIBIT C

FORM RE
 UNITED STATES COPYRIGHT OFFICE

REGISTRATION CLAIMANT	
RE	380-100
EFFECTIVE DATE OF ORIGINAL REGISTRATION	
MAR 07 1966	

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

1 Renewal Claimant(s)	RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions)
	1 Name: JERRY LORDAN Address: C/O FRANCIS DAY & HUNTER LTD, 138/140 CHARING CROSS ROAD, LONDON, WC2B 0LD Claiming as: THE AUTHOR <small>(Use appropriate statement from instructions)</small>
	2 Name: _____ Address: _____ Claiming as: _____ <small>(Use appropriate statement from instructions)</small>
3 Name: _____ Address: _____ Claiming as: _____ <small>(Use appropriate statement from instructions)</small>	

038477772

-018477772-

2 Title of Work	TITLE OF WORK IN WHICH RENEWAL IS CLAIMED: APACHE.
	RENEWABLE MATTER: MUSIC (PIANO SOLO WITH GUITAR CHORDS).
	CONTRIBUTION TO PERIODICAL OR COMPOSITE WORK: <small>Title of periodical or composite work</small> If a periodical or other serial give Vol. _____ No. _____ Issue Date _____

3 Author(s)	AUTHOR(S) OF RENEWABLE MATTER: JERRY LORDAN.
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4 Facts of Original Registration	ORIGINAL REGISTRATION NUMBER: EFO 75663	ORIGINAL COPYRIGHT CLAIMANT: FRANCIS DAY & HUNTER LIMITED.
	ORIGINAL DATE OF COPYRIGHT: * If the original registration for this work was made in published form, give: DATE OF PUBLICATION: JULY 29 1960 (Day) (Year) OR * If the original registration for this work was made in unpublished form, give: DATE OF REGISTRATION: _____ (Month) (Day) (Year)	

EXHIBIT B

RE 880-196

EXAMINED BY: 2/2

CHECKED BY: 2/2

CORRESPONDENCE

☐ YesDEPOSIT ACCOUNT
FUND LABEL:

MAR 07 1968

FUND LABEL NUMBER: 880-196

DO NOT WRITE ABOVE THIS LINE FOR COPYRIGHT OFFICE USE ONLY

FOR GROUP OF WORKS BY SAME AUTHOR: To make a single registration for a group of works by the same individual author or group of contributors to periodicals (see instructions), give full information about each contribution. If more space is needed, request continuation (see 101-101).

1. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

2. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

3. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

4. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

5. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

6. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

7. Title of Contribution:

Title of Periodical:

Date of Publication:

(Month)

(Day)

(Year)

Vol.

No.

Issue Date

Registration Number:

DEPOSIT ACCOUNT: (If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.)

Name:

Account Number:

CORRESPONDENCE: (Give name and address to which correspondence about this application should be sent.)

Name: SEE 8.

Address:

(City)

(State)

(Zip)

See also
Registration
Office

CERTIFICATION: I, the undersigned, hereby certify that I am the: (Check one)
☐ renewal claimant ☒ duly authorized agent of:

JERRY LORDAN

I affirm the work identified in this application, and that the statements made by me in this application are correct to the best of my knowledge.



Handwritten signature: (X)

Typed or printed name

CATHY PAICE.

(Date)

19/2/68

7
Certification
of authorized
agent

ABELES, CLARK & OSTERBERG

(Name)

224 EAST 50th STREET

(Number, Street and Apartment Number)

NEW YORK, N.Y. 10022

(City)

(State)

(ZIP code)

MAIL
CERTIFICATE
TO

(Certification
to be made in
writing and signed)

8
Authorized
Agent of
Copyright
Office

EXHIBIT D

COMPENDIUM II

COMPENDIUM

OF

COPYRIGHT OFFICE PRACTICES

Under the Copyright Law Which
Became Fully Effective on
January 1, 1978, Including
Title 17 of the United States
Code and Amendments Thereto

COPYRIGHT OFFICE
THE LIBRARY OF CONGRESS
WASHINGTON, D. C. 20559

1984

Chapter 1300

RENEWAL OF COPYRIGHT

Outline of Topics

- 1301 Background.
 - 1301.01 Works copyrighted before January 1, 1978.
- 1302 Time limits for renewal.
 - 1302.01 Informal applications.
- 1303 Computing term for published works.
 - 1303.01 Antedated notice.
 - 1303.02 Postdated notice.
- 1304 Computing term for unpublished works.
- 1305 Amendment after deadline.
- 1306 Date of receipt.
 - 1306.01 Delay in delivery caused by disruption of postal or other services.
- 1307 Application received before the renewal year.
- 1308 Application received after the renewal year.
- 1309 Original registration.
 - 1309.01 Exception to requirement for original registration.
- 1310 Contributions to periodicals and composite works.
 - 1310.01 First publication basis.
 - 1310.02 Separate claims.
 - 1310.03 Identification of composite work.
 - 1310.04 Different claimants.
 - 1310.05 Group registrations.

Chapter 1300
Renewal of Copyright
Outline of Topics

- 2 -

- 1311 Works first published abroad in English.
 - 1311.01 Both editions registered.
 - 1311.02 Single renewal application.
 - 1311.03 Separate applications.
 - 1311.04 Installments.
 - 1311.05 Foreign edition never registered.
 - 1311.06 No U.S. edition.
- 1312 Renewal claimants: authors and their successors.
- 1313 Renewal claimants: authors.
 - 1313.01 Author still living.
 - 1313.02 Author's name not in records of original registration.
 - 1313.03 Term "author" defined for renewal purposes.
- 1314 Renewal claimants: widows, widowers, and children.
 - 1314.01 Single class.
 - 1314.02 Definition of widow or widower.
 - 1314.03 Definition of children.
- 1315 Renewal claimants: executors.
 - 1315.01 Qualification.
 - 1315.02 Personal right.
 - 1315.03 Intestate.
- 1316 Renewal claimants: next of kin.
 - 1316.01 Definition.
 - 1316.02 Will but no executor.
- 1317 Renewal claimants: proprietors.
 - 1317.01 Definition.
 - 1317.02 Derivation of title.
 - 1317.03 Posthumous works.
 - 1317.04 Composite works.
 - 1317.05 Individual contributions.
 - 1317.06 Corporate body.
 - 1317.07 Employer in the case of a work made for hire.

Chapter 1300
Renewal of Copyright
Outline of Topics

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- 1318 Joint renewal claimants.
- 1318.01 Several claimants, same application.
 - 1318.02 Later application, same work.
 - 1318.03 Adverse claims.
 - 1318.04 Adverse claims: conflicts concerning the author
 and the author's successors.
 - 1318.05 Adverse claims: conflicts concerning proprietors,
 authors, and authors' successors.
- 1319 Unacceptable renewal claims.
- 1319.01 Personal right.
 - 1319.02 Deceased person.
 - 1319.03 Claimants not named, only status given.
 - 1319.04 Claimant fails to qualify.
 - 1319.05 Successors or representatives of claimants.
 - 1319.06 Assignment of renewal interests.
 - 1319.07 Extent of claim.

1300-31

1318 Joint renewal claimants. (cont'd)

1318.05 Adverse claims: conflicts concerning propri-
etors, authors, and authors's successors.
(cont'd)

3) (cont'd)

in whose name registration has already been made. If so, registration will be made if the applicant reasserts the claim. If not, a new application should be submitted confining the claim to the material written by employees for hire.

4) Where the original claim named an employer in a work made for hire as the author, and a renewal application names an individual author, the Copyright Office will write to the renewal applicant requesting information concerning the circumstances under which the work was written. If the applicant asserts that the work was not made for hire, the renewal claim will be registered on behalf of the author or the author's statutory heirs.

1319 Unacceptable renewal claims. The following general principles and practices govern the acceptability of renewal claims.

1319.01 Personal right. The right to claim renewal copyright is a personal right.

1319.02 Deceased person. A renewal claim cannot be registered in the name of a deceased person. The Copyright Office does not search to determine whether or not the renewal claimant is alive. If, however, the Copyright Office has information that the claimant died before the receipt in the Copyright Office of the renewal application, the Office will refuse to register the claim as submitted.

1300-32

- 1319 Unacceptable renewal claims. (cont'd)
- 1319.03 Claimant not named, only status given.
The renewal right accrues to an individual person or firm, and not to a status. Claims by "the Executor of James Fitzgerald" or "the executors of the author" or by "the next of kin of the author" without specifically naming the claimant are not acceptable.
- 1319.04 Claimant fails to qualify. The Copyright Office cannot register a renewal claim unless the basis of claim is one that is acceptable under the statute. If none of the claimants listed in the statute exists or can be identified, registration must be refused.
- 1319.05 Successors or representatives of claimants.
The successors or representatives of a person who would have been entitled to claim renewal if still living, are unacceptable renewal claimants. For example, the executor of the author's widow is an unacceptable renewal claimant.
- 1319.06 Assignment of renewal interests. Registration must be made in the name of the statutory claimant, even though the statutory claimant has assigned all of his or her interests in the renewal term. For example, registration cannot be made in the names of an "assignee," "proprietor," "attorney in fact," or "owner per agreement."
- 1319.07 Extent of claim. A renewal claim in a published work can cover only the material which was first published in that particular version of the work.
- 1319.07(a) Later version. The original author of a published work cannot claim renewal in a later version of that work unless that author contributed to the new matter on which copyright in the later version was

EXHIBIT E



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.
For current fees check the Copyright Office website at:
www.copyright.gov, write to the Copyright Office,
or call (202) 707-3000.

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Jerry Lordan
(IMPORTANT: Please read instruction for this and other spaces.)2 First title given in the document Apache3 Total number of titles in the document 14 Amount of fee calculated \$955 Fee enclosed
☐ Check ☐ Money order
☒ Fee authorized to be charged to Copyright Office deposit accountDeposit account number DA 020036Deposit account name Regent Music Corp.6 Completeness of document
☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature Date 3/5/08Duly authorized agent of Francis, Day & Hunter, Ltd.8 Return to: Name Regent Music Corp.Number/street 630 Ninth Avenue Apt/suite 1004City New York State NY Zip 10036Phone number 212-246-3333 Fax number 212-262-6299Email caitlin@arcmusic.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

**Document Cover Sheet**

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.
For current fees check the Copyright Office website at
www.copyright.gov, write to the Copyright Office,
or call (202) 707-3000.

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Jerry Lordan

(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document Apache**3** Total number of titles in the document 1**4** Amount of fee calculated \$95**5** Fee enclosed☐ Check ☐ Money order☒ Fee authorized to be charged to Copyright Office deposit accountDeposit account number DA 020036Deposit account name Regent Music Corp.**6** Completeness of document☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document

Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature Caitlin Br Date 3/5/08Duly authorized agent of Francis Day & Hunter, Ltd.**8** Return to:Name Regent Music Corp.Number/street 630 Ninth Avenue Apt/suite 1004City New York State NY Zip 10036Phone number 212-246-3333 Fax number 212-262-6299Email caitlin@arcmusic.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

This Assignment is made the **Eleventh** day of **December** 1959 **BETWEEN JERRY LORDAN** of 40A, Dennington Park Road, London, N.W.6.

No.

A 896

day

23242

(hereinafter called "the Assignor(s)") of the one part and FRANCIS, DAY & HUNTER LTD. of 138/140 Charing Cross Road, in the County of London (hereinafter called "the Publishers") of the other part WITNESSETH that in consideration of the payment by the Publishers to the Assignor(s) of the sum of 1/- (One Shilling) (the receipt whereof is hereby acknowledged) on account of the Royalties and Fees mentioned in the Schedule hereto the Assignor(s) hereby Assign(s) to the Publishers ALL the Copyright as defined by the Copyright Act 1956, throughout the territory to which that Act may now or may at any time hereafter extend, together with all other rights of a like nature as are now conferred by the laws in force in all other territories throughout the world, including the renewal copyright as conferred by the law of the United States of America, and such other rights as may hereafter be conferred or created by law or international arrangement or convention in any part of the world whether by way of new or additional rights not now comprised in Copyright or by way of extension of the period of then or now existing rights of and in the Musical Composition entitled

"AFACHE!"

us "the said work(s)") TO HOLD the same unto the Publishers their successors and assigns absolutely (hereinafter referred to AND the Assignor(s) hereby agree(s) on demand to execute and sign any other documents and to do all other acts and things which may hereafter be required of the Assignor(s) for vesting in the Publishers the premises expressed to be hereby assigned AND the Assignor(s) hereby warrant(s) and declare(s) that the said work is a new and original unpublished work and does not infringe the copyright in any other work and that he (they) the Assignor(s) has (have) good right and full power to assign to the Publishers free from all encumbrances the premises expressed to be hereby assigned and every of them in the manner aforesaid. AND IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £3,500.

AS WITNESS the hands of the parties hereto the day and year first above written.

The Schedule above referred to.

Sheet Music Royalties.

10% (Ten per cent.) of the marked retail selling price of all copies of the said work(s) sold (except as hereafter provided) but so that no Royalty shall be payable on the first month's issue of sample copies of the said work(s).

50% (Fifty per cent.) of all sums received by the Publishers on the sale of Foreign and Colonial Editions of the said Work(s).

The Publishers shall have the right to include the said work(s) in any Album, Folio or Newspaper and to licence others to make a similar use upon payment of £5 (five pounds) in lieu of Royalties in respect of the inclusion thereof in such Album, Folio or Newspaper.

No Royalties shall be payable on Orchestral, Military and Brass Band Arrangements or professional copies of the said work(s), and the Publishers shall have the right to use the melody with words of the chorus thereof in any separate musical publication, and to reprint the words thereof without the music free from Royalty or other consideration.

Mechanical Royalties.

50% (Fifty per cent.) of all Royalties received by the Publishers for reproductions of the said work(s) in connection with the manufacture of records (other than for use in or in connection with cinematograph films and television films) for sale to the Public.

No Royalties shall be payable to the Assignors in respect of the inclusion of the said work(s) in Medley Arrangements.

Synchronization Fees.

50% (Fifty per cent.) of all royalties and fees received by the Publishers for the right to use the said work(s) in or in connection with any cinematograph film or television film.

Performing Broadcasting and Rediffusion Fees.

These are collected by the Performing Right Society Ltd. and are paid direct to its Members in accordance with the Rules laid down by that Society, and it is agreed that the Assignor's share shall be 50 per cent. and the Publisher's share 50 per cent.

Generally.

All Royalties and fees payable by the Publishers to the Assignor(s) by virtue of this Assignment shall be divided between the Assignor(s) in the following manner:—

SIGNED by the Assignor(s) in the presence of:

SIGNED by the duly authorised agent of the Publishers in the presence of:

For and on behalf of
FRANCIS, DAY & HUNTER LTD.

E. S. Day
Director

EXHIBIT F



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Copyright Office fees are subject to change.
For current fees check the Copyright Office website at
www.copyright.gov, write to the Copyright Office,
or call (202) 707-3000.

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document Francis, Day & Hunter, Ltd.

(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document Apache3 Total number of titles in the document 14 Amount of fee calculated \$95

5 Fee enclosed

☐ Check ☐ Money order☒ Fee authorized to be charged to Copyright Office deposit accountDeposit account number DA 020036Deposit account name Regent Music Corp.

6 Completeness of document

☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document

Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature Caitlin R. Date 3/5/08Duly authorized agent of Regent Music Corp.

8 Return to:

Name Regent Music Corp.Number/street 630 Ninth Avenue Apt/suite 1004City New York State NY Zip 10036Phone number 212-246-3333 Fax number 212-262-6299Email caitlin@arcmusic.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000
INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

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or call (202) 707-3000.

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5 Fee enclosed

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NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature [Signature] Date 3/5/08Duly authorized agent of Regent Music Corp.8 Return to: Name Regent Music Corp.Number/street 630 Ninth Avenue Apt/suite 1004City New York State NY Zip 10036Phone number 212-246-3333 Fax number 212-262-6299Email caitlin@arcmusic.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

AGREEMENT made this 22nd day of July One thousand nine hundred and sixty, by and between FRANCIS, DAY & HUNTER, LTD., of 138-140 Charing Cross Road, London, W.C.2, England (referred to as FRANCIS DAY) and REGENT MUSIC CORPORATION, of 1619 Broadway, New York 19, N.Y., U.S.A. (referred to as REGENT).

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged by each of the parties hereto, and of the premises it is agreed:

FIRST: Francis Day warrants and represents that it is the sole copyright proprietor and is possessed of all rights and interests among other territories in the United States of America, its territories and possessions, and the Dominion of Canada, (hereinafter referred to as the Licensed Territory) free and clear of all rights, interests, claims and encumbrances in and to the musical composition entitled:

" APACHE "

(Jerry Lordan)

(hereinafter referred to as the Said Composition), except the performing right which has been assigned by Francis Day to the Performing Right Society Ltd., of England, for all countries and has been vested by that Society in CAPAC in Canada. Francis Day warrants, however, that PRS, pursuant to its current contract with Broadcast Music Inc. (herein-

after called BMI) with which Regent is affiliated, will forthwith on the registration with PRS of this contract transfer to BMI for the U.S.A., its territories and possessions, only, the control of the performing right, including the sole right to collect performing right fees in the U.S.A. its territories and possessions, only, in respect of the Said Composition for the period during which this agreement is effective, or until Regent ceases to be affiliated with BMI whichever is the shorter period.

SECOND: Francis Day hereby constitutes Regent the sole and exclusive selling agent of the above composition, such sole and exclusive selling agency involving the following rights in Said Composition :

- (a) The sole and exclusive right to print, reprint publish, copy and multiply printed copies and to vend and sell the same in any and all parts of the Licensed Territory.
- (b) Subject to any rights of PRS the sole and exclusive benefit of public performance (including Broadcasting and Television).
- (c) The sole and exclusive right of recording and reproduction of phonograph records, music rolls and transcriptions, and all future developments of such, similar and kindred arts and to licence such rights in and for the Licensed Territory.
- (d) The right to grant non-exclusive licences for the recording and use of Said Composition in any and all countries throughout the world in and in connection with motion pictures originating or produced in the Licensed Territory.

THIRD: Regent agrees to pay to Francis Day the

following monies as royalties :-

- (a) 10% of the marked retail selling price of each piano copy and each orchestration of Said Composition sold by Regent paid for and not returned in the U.S.A. and Canada.
- (b) 50% of all net monies received by Regent from the licencing in the U.S.A. and Canada of any rights acquired by it under Paragraph "SECOND" subdivision (c) thereof.
- (c) In respect of all licences issued by Regent under paragraph "SECOND" subdivision (d) thereof Regent shall pay to Francis Day 50% of the net monies received by it for any countries of the Licensed Territory and 100% of all net monies received by it for all countries outside of the Licensed Territory; and
- (d) \$25.00 for the use of Said Composition in each album, book or folio, in lieu of any other payment thereafter.

FOURTH: With reference to performing and broadcasting fees, it is agreed as follows:-

(a) The division of the performing right fees collected and allocated by BMI in the U.S.A. in respect of the Said Composition shall be made by BMI, which shall pay their respective shares direct to PRS on behalf of Francis Day and the writers of the Said Composition and to Regent, and neither Francis Day nor Regent shall have any liability each to the other in respect of such fees.

(b) The division of the performing right fees collected and allocated by CAPAC in Canada in respect of the Said Composition shall be made by CAPAC and it is agreed that Regent shall receive 50% of the publisher's share and that Regent will

arrange for such share to be paid to it through an agent who is a member of CAPAC or any other Society to which CAPAC is affiliated. The remaining 50% of the publisher's share shall be remitted to PRS on behalf of Francis Day, and neither Francis Day nor Regent shall have any liability each to the other in respect of such fees.

FIFTH: Regent will forward to Francis Day three copies of each edition of Said Composition published by Regent. Regent shall have the right to make and publish new arrangements, adaptations and versions of Said Composition and to alter, change, substitute and translate the lyrics and title thereof, all of the same to be copyrighted in the name of Francis Day.

SIXTH: All copies of Said Composition published under the authority of this Agreement shall bear all statements necessary under the laws of the Licensed Territory including due and proper notice of copyright in Francis Day.

SEVENTH: Regent agrees to pay to Francis Day at the execution of this agreement the sum of \$750.00 (seven hundred and fifty Dollars) on account and in advance of the aforementioned royalties and no further sums shall be payable by Regent until the whole amount of \$750.00 (seven hundred and fifty Dollars) has been recouped by royalty earnings.

EIGHTH: True and correct accounts shall be kept by Regent in respect to Said Composition and a statement of

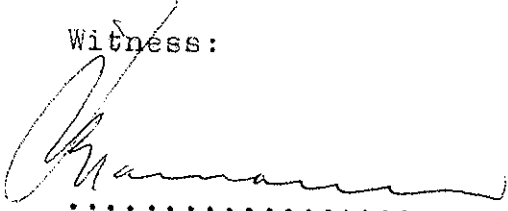
such account, as of December 31st and June 30th in each year shall be forwarded within sixty days after each of said dates by mail to Francis Day and after the minimum compensation of Regent and all taxes thereof shall have been earned, recouped and deducted by Regent all monies thereafter to become due and payable by Regent to Francis Day under this agreement shall be paid upon the rendition of such semi-annual statements for each preceding semi-annual period.

NINETH: Francis Day hereby authorises, empowers and vests in Regent the right to enforce and protect all rights to Said Composition and the copyrights therein in the Licensed Territory, and to join the copyright proprietor thereof as party plaintiff or defendant in all suits and proceedings, and to proceed with and dispose of the same with the same force and effect as if Regent was the copyright proprietor thereof, but all at the expense of Regent.

TENTH: The right acquired by Regent to Said Composition under this agreement shall be for the terms of all copyrights thereof for the Licensed Territory to the extent that Francis Day may now or at any time hereafter be possessed of such rights.

IN WITNESS WHEREOF, the parties hereto have
executed this agreement the day and year first above written.

Witness:


.....

For and on behalf of
FRANCIS, DAY & HUNTER, LTD.

By 
Director.

Witness:

.....

For and on behalf of
REGENT MUSIC CORPORATION.

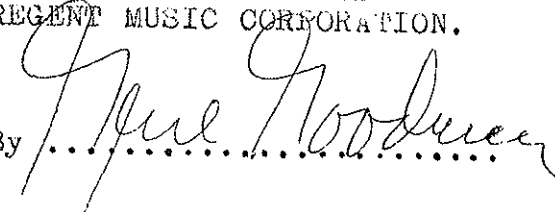
By 

EXHIBIT G

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
REGENT MUSIC CORPORATION,

Plaintiff,

-against-

SUGAR HILL MUSIC PUBLISHING, LTD.,
and JOSEPH ROBINSON, JR.,

Defendants.
-----X

UNITED STATES DISTRICT JUDGE

07 CIV. 9510 (LLS)

NOTICE OF MOTION
TO DISMISS COMPLAINT

U.S. DISTRICT COURT
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 1/25/08

PLEASE TAKE NOTICE that upon the annexed declaration of James P. Cinque, Esq. dated December 27, 2007, the exhibits annexed thereto, and upon all pleadings and proceedings heretofore had herein, defendants will move this Court at 9:30 a.m. or as soon as counsel can be heard on January 21, 2008 before the Honorable Louis L. Stanton at the United States Courthouse for the Southern District of New York, 500 Pearl Street, New York, New York 10007 for an Order dismissing the complaint pursuant to Federal Rules of Civil Procedure 12(b)(6) for failure to state a claim upon which relief can be granted, upon the ground that the copyright referred to in the complaint (Registration No. RE 380-196) is not owned by plaintiff.

PLEASE TAKE FURTHER NOTICE that pursuant to Local Civil Rule 6.1(b)

After hearing counsel this morning, this motion is granted and the complaint is dismissed, with leave to file an amended complaint showing that the complaining party has standing to bring the claim. So Ordered
Louis L. Stanton 1/25/08

answering papers must be served within ten (10) business days.

DATED: NEW YORK, NEW YORK
DECEMBER 27, 2007

CINQUE & CINQUE, P. C.

By: _____/s_____
James P. Cinque (JPC-3673)
Attorneys for Defendants Sugar Hill
Publishing, Ltd. and Joseph Robinson, Jr.
845 Third Avenue, Suite 1400
New York, New York 10022
Telephone: (212) 759-5515
Email: CINQUE845@aol.com

EXHIBIT H

ORIGINAL

DC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 3/26/08

MEMORANDUM ENDORSEMENT

Regent Music Corp. v. Sugar Hill Music Publishing, Ltd. and
Joseph Robinson, Jr.

07 Civ 9510 (LLS)

On this motion for reconsideration, the Court adheres to its order dated January 25, 2008. As stated in that order, the plaintiff has leave to file an amended complaint setting forth facts establishing its standing to maintain the action.

So ordered.

Dated: March 20, 2008
New York, New York

Louis L. Stanton
Louis L. Stanton
U.S.D.J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
REGENT MUSIC CORPORATION.

Plaintiff,

- against -

SUGAR HILL MUSIC PUBLISHING LTD.,
and JOSEPH ROBINSON, JR.,

Defendants.
-----X

X

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:

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:

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X

07 Civ. 9510 (LLS)

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the accompanying Memorandum of Law in support of this motion dated March 11, 2008, and upon all pleadings and proceedings heretofore had herein, plaintiff Regent Music Corporation will move this Court at 9:30 a.m., or as soon as counsel can be heard, on April 8, 2008 before the Honorable Louis L. Stanton, United States District Judge, at the United States Courthouse for the Southern District of New York, 500 Pearl Street, New York, New York 10007, pursuant to Southern District of New York Local Civil Rule 6.3 for an order: (a) granting reconsideration of the Court's January 25, 2008 Memorandum Order (the "Order"); (b) vacating the Order; (c) denying Defendants' motion to dismiss the complaint dated December 27, 2007; and (d) for such other relief as this Court deems just and proper.

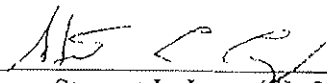
PLEASE TAKE FURTHER NOTICE that, pursuant to Local Civil Rule 6.1(b), answering papers must be served within ten (10) business days; and

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Civil Rule 6.1(b), reply papers, if any, must be served within five (5) business days after service of Defendants' answering papers.

MEMORANDUM ENCL. 3

Dated: New York, New York
March 11, 2008

EISENBERG TANCHUM & LEVY
*Attorneys for Plaintiff Regent Music
Corporation*

By: 
Stewart L. Levy (SL-2892)
675 Third Avenue, Suite 2900
New York, New York 10017
(212) 599-0777

TO: CINQUE & CINQUE, P.C.
*Attorneys for Defendants
Sugar Hill Publishing, Ltd.
and Joseph Robinson, Jr.*
845 Third Avenue
Suite 1400
New York, New York 10022
(212)759-5515